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Attorneys for Defendant and Counterclaimant
LIBERTY MUTUAL FIRE INSURANCE COMPANY

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

LARGO CONCRETE, INC., a California
Corporation; N.M.N. CONSTRUCTION,
INC., a California Corporation,

Plaintiffs,

v.

LIBERTY MUTUAL FIRE INSURANCE
COMPANY, a Massachusetts Corporation,
and DOES 1 through 100, inclusive.

Defendants.

AND RELATED COUNTERCLAIM

Case No. C07-04651 CRB (ADR)

Hon. Charles R. Breyer
[Complaint Filed: September 10, 2007]

**DECLARATION OF SUSAN OLSON
FILED IN SUPPORT OF LIBERTY
MUTUAL FIRE INSURANCE
COMPANY'S REPLY BRIEF**

Date: December 21, 2007
Time: 10:00 a.m.
Place: Courtroom 8

1 **DECLARATION OF SUSAN OLSON**

2
3 I, Susan Olson, declare as follows:

4
5 1. I am an attorney at law duly admitted to practice before this court. I have
6 personal knowledge of the facts set forth below and, if called and sworn as a witness, could and
7 would testify competently thereto.

8 2. I am currently an active member of the California State Bar Association.
9 However, I retired from the practice of law on October 15, 2006. Prior to that time and for more
10 than 20 years, I had been retained as outside counsel by defendant Liberty Mutual Fire Insurance
11 Company ("Liberty Mutual" or "LMFIC") and its affiliates (collectively the "Liberty Mutual
12 companies") on numerous occasions. Prior to my retirement I practiced law with Kern & Wooley
13 LLP (February 1, 1996 to September 14, 2005) and Peterson & Bradford LLP (September 15,
14 2005 to October 15, 2006). During my employment with Kern & Wooley and Peterson &
15 Bradford, those firms served as outside coverage counsel for the Liberty Mutual companies. A
16 significant part of my legal practice during that time involved representing the Liberty Mutual
17 companies in litigated and non-litigated matters, including insurance coverage disputes, "bad
18 faith" claims and other similar matters.

19 3. While working for Kern & Wooley and Peterson & Bradford, Ron
20 Skocypec and I led the insurance practice group that primarily represented the Liberty Mutual
21 companies. Lisa Hansen, Melodee Yee, Karen Gitchin and Craig Pynes were all attorney
22 members of the practice group at Kern & Wooley. I often supervised the legal work that Ms.
23 Hansen, Ms. Yee and Mr. Pynes performed on the matters for the Liberty Mutual companies.

24 4. While employed at Kern & Wooley, I was the primary attorney responsible
25 for defending LMFIC in the following insurance bad faith matters: (1) Raymonda Ashou v.
26 Liberty Mutual Fire Ins. Co., Los Angeles County Superior Court Case No. BC 300992
27 ("Ashou"); (2) Ralph Mock et al. v. Liberty Mutual Ins. Co., Los Angeles County Superior Court
28 Case No. BC 297264 ("Mock"); and (3) Danielle McLoughlin v. Liberty Mutual Ins. Co., Los

1 Angeles County Superior Court Case No. LC 063886 ("McLoughlin"). Also, while not the
2 primary handling attorney, I was significantly involved in supervising Ms. Hansen in her handling
3 of the matter entitled Diane Cessna v. Liberty Mutual Ins. Co., Orange County Municipal Court
4 Case No. 03CC01793 ("Cessna"). LMFIC was the proper defendant in all four of these cases.
5 Plaintiffs in Mock erroneously named Liberty Mutual Insurance Company ("LMIC") in the
6 complaint caption page; however, in the body of the Mock complaint, plaintiffs properly identified
7 LMFIC as the defendant. In McLoughlin and Cessna, plaintiffs also erroneously named LMIC as
8 the defendant. In each of these cases, the proper defendant, *i.e.*, the entity that issued the
9 insurance policy upon which plaintiffs sued, was in fact LMFIC. When I filed answers in
10 McLoughlin and Cessna, I did so on behalf of LMFIC erroneously sued as LMIC. The plaintiffs
11 in all four matters, Ashou, Mock, McLoughlin and Cessna all alleged that LMFIC breached the
12 implied covenant of good faith and fair dealing, *i.e.*, acted in bad faith. Mr. Pynes performed
13 significant work in the Ashou, Mock, McLoughlin and Cessna matters with my supervision.

14 5. In addition, I was also the primary attorney responsible for the Zinc
15 Recovery Project matter. Zinc Recovery Project began as a coverage matter. However, when
16 Employers Insurance of Wausau ("Wausau"), a Liberty Mutual company, denied coverage, it
17 turned into a lawsuit against Wausau for "bad faith." Mr. Pynes performed significant work in the
18 Zinc Recovery Project matter with my supervision.

19
20 I declare under penalty of perjury, pursuant to the laws of the United States of
21 America, that the foregoing is true and correct.

22
23 Executed this 14th day of December 2007 at Los Angeles, California.

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25
26 
27 SUSAN OLSON